

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LANDSCAPE/IRRIGATION LABORER/TENDER

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA
AND VENTURA COUNTIES

AGREEMENT

Between

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions**

#89, San Diego, #220, Bakersfield, #300, Los Angeles,
#402, Coastal Counties, #507, Long Beach, #585,
Ventura, #591, Santa Barbara, #652, Santa Ann, #783,
San Bernardino, Inyo and Mono, #802, Wilmington, #806,
Pomona, #1082, El Monte, and #1184, Riverside and
Imperial

and

THE CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC.

THIS AGREEMENT entered into this 1st day of October, 1997, by and between the CALIFORNIA LANDSCAPE AND IRRIGATION COUNCIL, INC., hereinafter referred to as the Contractor or C.L.I.C., and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

The Contractor hereby recognizes the Union who is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractor signatory hereto over whom the Union has jurisdiction. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of craft foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the California Landscape and Irrigation Council as the sole and exclusive collective bargaining representative for all present and future members, and/or other Contractors who may designate the California Landscape and Irrigation Council as their
RECEIVED
Department of Industrial Relations

FEB 01 1999

morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. It is agreed that the Contractor and the Union may mutually agree, by telephone to be confirmed in writing, upon different starting or quitting times for any of the above shift arrangements .

1. When maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of meal period, for which they will receive eight (8) hours pay at the straight-time rate .

D. Emergencies. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight time. All other terms and conditions of this Agreement shall apply.

E. 1. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

2. Jobsite Transportation. Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work, " this transportation shall be equipped with seats and handrails.

3. Parking Facilities. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Employer will provide such facilities and the Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use parking facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or

voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

F. Subsistence

1. In the subsistence area as herein defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided .

2. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. No subsistence need be furnished or paid in the following instances :

(a) When the work performed on the job or project is located within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

(c) When the work performed on the job or project is located within fifty (50) road miles of the City Hall of Bishop, California.

4. Subsistence shall be paid at the rate of thirty-two dollars (\$32) per scheduled workday in Inyo and Mono Counties and Trona.

5. Subsistence as provided in Paragraph F-I hereof shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

6. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

G. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the time-and-one-half hour rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (1/2) hour at the time-and-one-half hour rate. Meal periods may be staggered to meet job requirements.

H. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight-time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72)